

BURBANK BMX/SCOOTER/SKATE PARK WAIVER

2017
Revised

STAFF ONLY

PASS# _____ DATE _____ RESIDENCY VERIFICATION TYPE _____ STAFF _____

PARTICIPANTS NAME (Please Print) _____ AGE _____ D.O.B. ____/____/____ SEX M / F

ADDRESS _____ CITY _____ ZIP _____

MAIN PHONE _____ EMERGENCY PHONE _____ EMAIL _____

MEDICAL AND OTHER INFORMATION THAT STAFF SHOULD BE AWARE OF: _____

HOLD HARMLESS AND ASSUMPTION OF THE RISK MANAGEMENT FOR PARTICIPATION IN THE CITY OF BURBANK SKATEBOARD, IN-LINE SKATE, KICK SCOOTER, AND BMX BIKE PARK.

For and in consideration of participation in the City of Burbank's Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park, I herby voluntarily release, discharge, waive and relinquish any and all actions or causes of actions for any personal injury, property damage or wrongful death against the City of Burbank or any of its officers, agents, servants and/or employees, occurring to me as a result of participation in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue.

IT IS MY INTENTION BY SIGNING THIS INSTRUMENT, TO EXEMPT AND RELEIVE THE CITY OF BURBANK, ITS OFFICERS, AGENTS, SERVANTS AND/OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. BY MY SIGNATURE ON THIS AGREEMENT I ACKNOWLEDGE THAT SKATEBOARDING, IN-LINE SKATING, KICK SCOOTERING, AND BMX BIDE RIDING IS CONSIDERED HAZARDOUS RECREATIONAL ACTIVITY PURSUANT TO GOVERNMENT CODE § 831.7. I am fully aware of the risks and hazards inherent in participating in the Skateboard, BMX Biking, Kick Scooter, & In-Line Skate Park and I understand that serious accidents may occur during participation in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park and that the participants in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park can suffer serious injury. I realize that NO MEDICAL INSURANCE IS PROVIDED BY THE CITY OF BURBANK FOR ANY INJURIES THAT MAY OCCUR TO ME DURING PATRICIPATION IN THE SKATEBOARD, IN-LINE SKATE, KICK SCOOTER, AND BMX BIKE PARK. Nevertheless, I hereby elect voluntarily to participate in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park and assume all risk of loss, damage, or injury that may be sustained by me during participation in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park or any activities incidental thereto.

I agree that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against the City of Burbank, or any of their officers, agents servants and/or employees, I shall defend, indemnify and save harmless the City of Burbank or any of their officers, agents or employees from any and all such claims or causes of action by whomever or wherever made or presented.

I understand that this Hold Harmless and Assumption of the Risk agreement shall apply not only to me but also to my heirs, executors, administrators, next of kin, assigns and successors.

I grant the City of Burbank permission to use my or my child(ren)'s photographs and images, including but not limited to video images and sound recording, for the purpose of publicizing and marketing City activities. I understand that no compensation shall be given for use of these photographs and that these images shall become the sole property of the City of Burbank.

I acknowledge that I have read this document and have been fully and completely advised of the potential dangers incidental to participation in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park and I am fully aware of the legal consequences of signing this instrument.

____ By my signature below, I hereby certify that I am eighteen (18) years of age or older.

____ I am under the age of eighteen (18) years. My parents/guardian has read this form with me and completed the additional parent/guardian Waiver and Release

DATE : _____ YOUTH SIGNATURE _____

PARENT/GUARDIAN WAIVER AND RELEASE-FOR MINOR on reverse side of this page.

Riders may not participate without parent signature. See reverse side.

PARENT/GUARDIAN WAIVER AND RELEASE-FOR MINOR

NOTE: If the participant is under the age of eighteen (18) years, the parent or guardian must execute, in addition to Hold Harmless and Assumption of the Risk Agreement, the following Waiver and Release.

The undersigned _____ (name of parent/guardian) referred to as the parent and natural or legal guardian of _____ (minor participant's name) does hereby represent that he or she is, in fact, acting in such capacity and agrees to defend and hold harmless the City of Burbank, or any of their officers, agents, servants or employees, from all liability, loss, or harm that may occur by reason of the minor's participation in the Skateboard, In-Line Skate, Kick Scooter, and BMX Bike Park. By the signature below, this parent/guardian acknowledges and agrees to the above as well as the waiver and release signed above by the minor.

DATE: _____ PARENT PRINT NAME: _____ PARENT SIGNATURE: _____

MAIN PHONE _____ ALTERNATE PHONE _____ EMAIL _____

BURBANK SKATER/KICK SCOOTER/ BIKER CODE OF ETHICS

"Let's work together to make the Skate/Kick Scooter/Bike Park fun and safe for all participants!"

PARTICIPANTS FULL NAME (print legibly) _____

YEARS OF RIDING EXPERIENCE: Board _____ In-Line Skates _____ Kick Scooter _____ BMX Bikes _____

Before a pass is issued, the participant must demonstrate proficiency in Skateboarding, In-line Skating, Kick Scootering, and/or Biking skills.

PARTICIPANT: Read the following and place your initials after each statement.

(Skater, Kick Scooter, Biker Code- "Let's work together to make the Skate/Kick Scooter/Bike Park fun and safe for all participants!")

I will respect all Skate/Kick Scooter/Bike Park visitors, users and staff at all times. _____

I will wear a helmet, knee pads and elbow pads whenever I am skating, kick scootering, or biking. _____

I will NOT smoke or do drugs or alcohol at or near the Skate/Kick Scooter/Bike Park. _____

I will NOT use offensive language or gestures while at or near the Skate/Kick Scooter/Bike Park. I want respect; therefore, I'll show respect to others at all times. _____

I will NOT use graffiti or damage any property at or near the Skate/Kick Scooter/Bike Park. _____

My skateboard/skates/kick scooter/bike will be kept in good condition at all times. _____

I have read and will follow the Code of Ethics. I understand that disobeying the rules of the park, or the Code of Ethics may result in discipline, suspension, and/or losing privileges to use the park, and that money will not be reimbursed.

PARTICIPANT SIGNATURE: _____ date _____ PARENT SIGNATURE: _____ date _____